

**ADDENDUM #1 – (DTD 10/06/08) CONSISTS OF CHANGE TO SECTION 2.14
CHANGE IS INDICATED BY BOLD AND THE INCLUSION/ADDITION OF FIVE (5) DULY
RECEIVED QUESTIONS AND MARICOPA COUNTY’S OFFICIAL RESPONSE TO THE
SAME. NO OTHER CHANGES ARE MADE**



NOTICE OF SOLICITATION

SERIAL 08091-RFP

REQUEST FOR PROPOSAL FOR: UPDATE OF COUNTY MULTI-HAZARD MITIGATION PLAN –EM

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, **until 2:00 P.M./M.S.T. on OCTOBER 15, 2008** for the furnishing of the following for Maricopa County. Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **“SERIAL 08091 - RFP REQUEST FOR PROPOSAL FOR UPDATE OF COUNTY MULTI-HAZARD MITIGATION PLAN -EM.”**

The Maricopa County Procurement Code (“The Code”) governs this procurement and is incorporated by this reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

STAN FISHER
SEINOR PROCUREMENT OFFICER
TELEPHONE: (602) 506 - 3274

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE HELD ON SEPTEMBER 29, 2008, 9:00 A.M., AT THE MARICOPA COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT FACILITY POLICY ROOM, 2035 NORTH 52nd STREET, PHOENIX, AZ 85008

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR BID

Signature:

Date:

TABLE OF CONTENTS

NOTICE

TABLE OF CONTENTS

SECTION:

- 1.0 INTENT
- 2.0 SCOPE OF WORK
- 3.0 SPECIAL TERMS & CONDITIONS

ATTACHMENTS:

ATTACHMENT A – PRICING

ATTACHMENT B – AGREEMENT/SIGNATURE PAGE

ATTACHMENT C – REFERENCES

EXHIBITS:

EXHIBIT 1 VENDOR REGISTRATION PROCEDURES

EXHIBIT 2 LETTER OF TRANSMITTAL SAMPLE

EXHIBIT 3 CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT DOCUMENT

EXHIBIT 4 CURRENT MITIGATION PLAN [08091-S Exhibit #4 current mitigation plan.pdf](#)

EXHIBIT 5 PROGRESS REPORT TEMPLATE

REQUEST FOR PROPOSAL FOR: UPDATE OF COUNTY MULTI-HAZARD MITIGATION PLAN - EM

1.0 INTENT:

The purpose of this request for proposal is to solicit proposals from qualified firms and determine the most advantageous proposal for the development of the Maricopa County Multi-Jurisdictional Multi-Hazard Mitigation Plan update (The Plan). The Plan is to be developed in compliance with the Disaster Mitigation Act of 2000 (DMA2K) and 44 Code of Federal Regulations Part 201. The Maricopa County Department of Emergency Management (MCDEM) requires this plan update be completed prior to November 30, 2009.

BACKGROUND

The original/current Plan was approved by the Federal Emergency Management Agency (FEMA) in November 2004 and FEMA requires all local plans to be updated and re-approved every five (5) years. The DMA2K legislation reinforces the importance of hazard mitigation planning and emphasizes planning for disasters before they occur. The Plan was written as a result of this Act. The Plan identifies and establishes policies and tools that will be implemented by the jurisdictions, over the long term, which will result in a reduction of risk and potential future losses from a disaster event. This Mitigation Plan establishes a framework to ensure that the most appropriate and equitable mitigation projects are undertaken. The MCDEM is the agency responsible for maintaining, monitoring and updating the Plan. It is anticipated that twenty-four (24) local jurisdictions and two (2) Indian tribes will participate in the planning process for the update.

2.0 SCOPE OF WORK:

The respondent/proposer shall offer a proposal which fully defines their methodology and their ability in regard to fully and completely meeting the requirements of the Scope of Work defined herein. The Plan shall follow the intent of the DMA2K legislation and strictly adhere to the guidelines provided in 44 Code of Federal Regulations Part 1 to include, but not limited, to the following:

In the development of the updated Plan the awarded firm (contractor) shall:

- 2.1 Work under the direction of MCDEM who will provide one full time staff support to act as the Project Coordinator and in coordination and conjunction with participating representatives and others as necessary to obtain information needed for plan update development.
- 2.2 Coordinate and facilitate at least six (6) planning meetings, seven (7) if changes to draft are necessary, at the location of MCDEM's choice.
- 2.3 Provide signed non-disclosure agreement provided by MCDEM agreeing to not disclose or give any person/agency access to any information gathered or acquired during the performance of contracted duties for Plan development. **(SEE EXHIBIT #3)**
- 2.4 Update the current local level multi-jurisdictional mitigation plan **(SEE EXHIBIT #4 "LINK" FOR CURRENT PLAN)**, to include all mitigation plan components for the participating jurisdictions and tribes. Hazards shall include natural hazards, the inclusion of technological and man-made hazards are dependent on the Planning Team.
- 2.5 Ensure updated "approved by MCDEM" plan strictly adheres to the planning requirements of the Disaster Mitigation Act of 2000;
- 2.6 Develop updated plan in compliance with and according to the latest FEMA guidelines, review crosswalks, MCDEM and Arizona Division of Emergency Management requirements and formatted as directed by MCDEM.
- 2.7 Obtain MCDEM's approval of the updated Plan draft(s) prior to delivering the updated plan to the Planning Team; the planning team will consist of representatives from the participating jurisdictions, tribes, state and county agencies. MCDEM has designated Cristina Herrera, Emergency Services Planner, as the project coordinator.

- 2.8 Provide monthly performance progress reports to MCDEM for review or as requested in a template provided by MCDEM (**SEE EXHIBIT #5**) and at a minimum shall include:
- 2.8.1 Status of all plan components: Hazards Identified/Profiled/Mapped, Asset Inventory, Vulnerability Analysis, Capability Assessment, Mitigation Strategy, Implementation Strategy and Public Involvement Strategies;
 - 2.8.2 Documented actions and activities (i.e. correspondence, contact attempts, meetings, and info/data requested/received).
- 2.9 The updated Plan(s) provided by the Contractor shall include, but not limited to the following:
- 2.9.1 Documented information on the planning process;
 - 2.9.2 Mitigation strategy;
 - 2.9.3 Comprehensive capability assessment, hazard identification, vulnerability analysis and risk assessment;
 - 2.9.4 Maps, graphs, tables and photographs, where appropriate;
 - 2.9.5 Information from other existing plans, may include, but not limited to;
 - 2.9.5.1 General Plans
 - 2.9.5.2 County/tribal emergency operations plans
 - 2.9.5.3 County/tribal flood control plans
 - 2.9.5.4 Various mitigation plans (flood, drought, wildland fire, etc.)
 - 2.9.5.5 State of Arizona Multi-Hazard Mitigation Plan
 - 2.9.5.6 Current city/town hazard mitigation plans.
 - 2.9.6 Incorporating special circumstances in the planning process, such as historical structures and environmental policies; and
 - 2.9.7 Language on procedures for Plan review and plan maintenance process.
 - 2.9.8 An executive summary for each participating jurisdiction that includes at least an Introduction, Hazard Profile, Vulnerability Assessment, Capability Assessment, Goals, and Action Plan or however the Mitigation Planning Team determines
- 2.10 The “final approved” Plan shall be written and formatted in Microsoft Word; and MCDEM and each participating jurisdiction shall be provided with one (1) color printed copy, organized in a binder and one (1) copy on compact disk (CD).
- 2.11 Surrender all data, information, shape files, etc. gathered in the process and for the purposes of Plan development in a useable format to MCDEM;
- 2.12 Fully comply with pre-determined timelines; and
- 2.13 As necessary, attend project relevant meetings with MCDEM until the the Plan is approved by the Federal Emergency Management Agency.
- 2.14 Minimum Experience Level
- Firms submitting a proposal shall have at least three (3) years experience, within last five years, working as a prime contractor in the development of at least five (5) comparable (similar in size ,i.e. population, geographical size, demographics to Maricopa County, and the number of local jurisdictions/tribes) projects (in their entirety) . References shall be provided to fully demonstrate and support this experience. Proposed project staff shall have an extensive knowledge of Disaster

Mitigation Act of 2000 and the guidelines provided in the Federal Register, Volume 67, No. 38, October 1, 2002, Rules and Regulations and demonstrate familiarity with hazards in Arizona. Additionally, the proposed project staff shall have at least a Bachelor's degree in either Civil Engineering or related field from an accredited four year university or college. **Other degrees that provide an understanding of hazards and hazard mitigation such as emergency management or urban planning shall be acceptable.** Respondent/Proposer shall provide a document in full response to this section, and shall name the principals that will be assigned to this project. A resume or CV shall be provided for each principal (contractor's team members) which fully demonstrates the individual's accomplishments in support of this section/effort.

- 2.15 Timeline for Updated Plan. Calendar dates noted below are subject to change/adjustment as determined by MCDEM.

2008

December 1	Anticipated contract award date/work begins
December 5	Meeting with MCDEM, contractor and ADEM to discuss planning process/timeline
December 17	Project "Kick Off" meeting

2009

January 1	Progress Report Due
January 15	Planning Meeting #1
February 2	Progress Report Due
February 12	Planning Meeting #2
March 2	Progress Report Due
March 12	Planning Meeting #3
April 1	Progress Report Due
April 16	Planning Meeting #4 – First Draft Due
May 1	Progress Report Due
May 14	Planning Meeting #5
June 1	Progress Report Due
June 11	Planning Meeting #6 – Second Draft Due
July 1	Progress Report Due
July 16	Planning Meeting #7 (if required)
August 1	Final Draft Due to MCDEM
August 1	Progress Report Due
September 1	Final Draft for Submission Due
September 1	Progress Report Due

- 2.16 RESOURCES

Existing research, data, reports, maps, GIS support, etc., from various Maricopa County Departments are readily available through MCDEM for use by the contractor for the hazard identification, vulnerability analysis, risk assessment as well as to support the completion of the plan. Generally, the departments within Maricopa County share information with one another without charging a fee. As such, MCDEM may be able to obtain this information for the contractor without the contractor incurring a fee. The contractor may incur a fee from those

County departments that are required by law to charge a fee for the information requested, regardless of the origin of the request. In the event that contractor incurs fees for required information requested of a County agency, required for this project the contractor shall be properly compensated, if presented with appropriate documentation, by the Department of Emergency Management. Information obtained for County, for the purposes of this effort cannot be used by the contractor for any other project. The information obtained during the planning process may be classified as protected critical infrastructure information, sensitive security information or other sensitive but unclassified information.

2.17 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.18 INVOICES AND PAYMENTS:

2.18.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- 2.18.1.1 Company name, address and contact
- 2.18.1.2 County bill-to name and contact information
- 2.18.1.3 Contract Serial Number
- 2.18.1.4 County purchase order number
- 2.18.1.5 Invoice number and date
- 2.18.1.6 Payment terms
- 2.18.1.7 Date of service or delivery
- 2.18.1.8 Contract Item number(s)
- 2.18.1.9 Description of Purchase (product or services)
- 2.18.1.10 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.18.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.18.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.19 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed service delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Request for Proposal is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

3.2 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.3 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.3.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.3.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.3.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.3.4 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

3.3.5 Certificates of Insurance.

3.3.5.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion

and acceptance of **Contractor's** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **County** fifteen (15) days prior to the expiration date.

3.3.5.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 SCHEDULE OF EVENTS

Request for Proposals Issued: 9/18/08

Deadline for written questions (48) hours after Pre-Proposal meeting). No questions will be responded to prior to the Pre-Proposal Conference. All questions must be submitted to sfisher@mail.maricopa.gov and be received by 4:00 P.M 10/1/08 Arizona time. All questions and answers will be posted to www.maricopa.gov with the original solicitation.

Deadline for submission of proposals is **2:00 P.M., MST, on OCTOBER 15, 2008**. All proposals must be received before 2:00 P.M. on the above date at Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, AZ 85003.

The following dates are tentative, and may change without notice, based upon the needs of the County.

Proposed review of Proposals and short list decision: 10/22/08

Proposed Respondent presentations: (if required) 10/29/08

Proposed selection and negotiation: 11/4/08

Proposed Best & Final (if required) 11/10/08

Proposed award of Contract: 11/20/08

All responses to this Request for Proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the County.

3.5 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT OFFICER, 602-506-3274
(sfisher@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.6 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall provide their proposals in accordance with Section 3.9 (below) as follows:

- 3.6.1 One (1) original hardcopy of all proposal documents.
- 3.6.2 Five (5) CD's providing all required proposal documents in pdf format, identified as pdf format. Word, Excel (Attachment A) . NO EXCEPTIONS
- 3.6.3 One (1) CD providing the entire proposal in Word and Excel (Attachment A) formats (non pdf non image), (Identify the CD as Word/Excel format).
- 3.6.4 Respondents shall address proposals identified with return address, serial number and title in the following manner:

Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

SERIAL 08091 – RFP, UPDATE OF COUNTY MULTI-HAZARD MITIGATION PLAN
- 3.6.5 Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.

3.7 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of 08091 – RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 08091 - RFP." Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL 08091 - RFP," shall be considered invalid and void and of no contractual significance.

The County reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.8 GENERAL CONTENT:

The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

3.9 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below: (Responses are limited to 200 pages, single sided, 10 point font type).

- 3.9.1 Table of Contents
- 3.9.2 Letter of Transmittal (Exhibit 2)
- 3.9.3 Executive Summary – This section shall contain an outline of the general approach and methodology utilized in the proposal.

- 3.9.4 Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing respondent's best offer.
- 3.9.5 Qualifications – This section shall fully describe the respondent's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.
- 3.9.6 Proposal exceptions (if any)
- 3.9.7 Attachment A (Pricing)
- 3.9.8 Attachment B (Agreement Page)
- 3.9.9 Attachment C (References)
- 3.10 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer to evaluate each Proposal. At the County's option, Respondents may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria which are listed descending order of importance.

 - 3.10.1 Respondent's proven skills and technical competence.
 - 3.10.2 Approach and philosophy to provide services.
 - 3.10.3 Credentials of project staff
 - 3.10.4 Respondent's commitment to timeline schedule as stated herein.
 - 3.10.5 Price of services.
- 3.11 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
 - 3.11.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
 - 3.11.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 3.11.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3.11.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

- 3.11.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
 - 3.11.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.
 - 3.11.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.
- 3.12 POST AWARD MEETING:

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

NOTE: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSALS.

**ATTACHMENT A
PRICING**

SERIAL 08091 - RFP

PRICING SHEET: NIGP CODE (**NIGP 91881**)

BIDDER NAME:

VENDOR # :

BIDDER ADDRESS:

P.O. ADDRESS:

BIDDER PHONE #:

BIDDER FAX #:

COMPANY WEB SITE:

COMPANY CONTACT (REP):

E-MAIL ADDRESS (REP):

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO

INTERNET ORDERING CAPABILITY: ____ YES ____ NO ____ % DISCOUNT

PAYMENT TERMS: BIDDER IS REQUIRED TO SELECT ONE OF THE FOLLOWING.

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A **DEFAULT TO NET 30.**

BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10

NET 15

NET 20

NET 30

NET 45

NET 60

NET 90

2% 10 DAYS NET 30

1% 10 DAYS NET 30

2% 30 DAYS NET 31

1% 30 DAYS NET 31

5% 30 DAYS NET 31

ALL PRICING SHALL BE SUBMITTED ON SAME CD AS PROPOSAL AND FORMATTED IN EXCEL '2003. RESPONSE WILL NOT BE ACCEPTED WITHOUT THE ACCOMPANYING CDs IN YOUR SUBMITTAL. ANY RESPONSE NOT CONTAINING THE REQUIRED CDs MAY BE CONSIDERED NON-RESPONSIVE AND NOT CONSIDERED FOR EVALUATION OR CONTRACT AWARD.

**ATTACHMENT A
PRICING**

1.0 PRICING:

ITEM DESCRIPTION

FEES/COMPENSATION

1.1 PROVIDE FULL AND COMPLETE UPDATE OF COUNTY MULTI-HAZARD
MITIGATION PLAN IN FULL COMPLIANCE WITH THE STATEMENT OF
WORK AND THE TIMELINE STATED HEREIN.

\$

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

_____ Small Business Enterprise (SBE)

RESPONDENT SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

DEPUTY MARICOPA COUNTY ATTORNEY

DATE

ATTACHMENT C

RESPONDENT REFERENCES

RESPONDENT SUBMITTING PROPOSAL: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

**EXHIBIT 1
VENDOR REGISTRATION PROCEDURES
AND
SMALL BUSINESS PROGRAM**

On-line Vendor Registration at Maricopa County is available NOW!

On November 22, 2004, Maricopa County changed its vendor registration process.

On-Line Registration is FREE and REQUIRED for all vendors.

Register On-line at www.maricopa.gov/materials

It is required that you select an appropriate commodity code(s) associated with your line of business.

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

If you have any questions, email us at VendorReg@mail.maricopa.gov.

SMALL BUSINESS PROGRAM

(MCBIZ)

"It is Maricopa County's policy to provide small businesses the opportunity to participate in the County's solicitation process for consideration to fulfill the requirements for various commodities and services.

Maricopa County's small business program specifically targets procurements of \$50,000 and less. However, Maricopa County encourages small business enterprises to submit responses to available solicitations for consideration.

Maricopa County's small business policy can be found on the Materials Management website at <http://www.maricopa.gov/materials/help/sbe.asp>."

EXHIBIT 2

LETTER OF TRANSMITTAL
(To be typed on the letterhead of Offeror)

Maricopa County Department of Materials Management
320 West Lincoln,
Phoenix, Arizona 85003

Re: RFP Number – 08091

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Request for Proposal dated _____, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before _____ if you should desire to accept this proposal.

Very truly yours,

NAME (please print)

SIGNATURE

TITLE (please print)

EXHIBIT 3

Confidentiality and Non-Disclosure Agreement

WHEREAS, as a result of the Disaster Mitigation Act of 2000 (DMA2K), all state, tribal and local jurisdictions, nationwide, are now required to develop a multi-hazard mitigation plan in order to be eligible for federal disaster funds and said plan must be approved by the Federal Emergency Management Agency (FEMA). , and

WHEREAS, as part of the criteria in the DMA2K, a vulnerability analysis and risk assessment must be completed for the jurisdiction(s) participating in the Plan, and said vulnerability analysis will include information related to critical facilities and infrastructure., and

WHEREAS, during the planning process certain information obtained may be considered as security sensitive information and subject to confidentiality and non-disclosure restrictions., and

THEREFORE, the undersigned parties to this agreement, for good and valuable consideration, agree as follows;

1. Information Subject to Confidentiality and Non-Disclosure: Critical facilities and infrastructure are those systems within a jurisdiction whose incapacity or destruction would have a debilitating impact on the defense or economic security of the community or on the nation as a whole. Eight categories that define critical facilities and infrastructure, as set forth by the Critical Infrastructure Assurance Office (CIAO) are:

- a. Telecommunications Infrastructure:** Telephone, data services and Internet communications.
- b. Electrical Power Systems:** Generation stations and transmission and distribution networks.
- c. Gas and Oil Facilities:** Production and holding facilities for natural gas, crude and refined petroleum/petroleum-derived fuels, as well as the refining and processing facilities for these fuels.
- d. Banking and Finance Institutions:** Banks, financial service companies, payment systems, investment companies and securities/commodities exchanges.
- e. Transportation Networks:** Highways, railroads, ports and inland waterways, pipelines and airports/airways.
- f. Water Supply Systems:** Sources of water; reservoirs and holding facilities; aqueducts and other transport systems; filtration, cleaning and treatment systems; pipelines; cooling systems; and other delivery mechanisms.
- g. Government Services:** Public facilities that are essential to the continuity of government and also provide essential services to the public.
- h. Emergency Services:** Medical, police, fire and rescue systems.

All other community assets that are not considered as critical will be categorized as non-critical facilities and infrastructure. These are facilities that are considered by a community to have significant value, but are not critical to the defense or economic security of the jurisdiction or the nation if they are destroyed or incapacitated for a period of time.

2. Affirmative Duty of Non-Disclosure: Contractor agrees to an affirmative duty, as a fiduciary, to protect and maintain the confidentiality of any critical facilities and infrastructure information it has access to pursuant to and/or concurrent with this agreement.

3. Limited Access: Contractor agrees to restrict access to any critical facilities and infrastructure information to specifically authorized agencies; to Contractor's directors, officers, partners, members and/or employees having a specific need to access the information; and, **shall not** disclose the aforesaid information to any third party (whether individual, corporation, or other entity) without the prior written consent of MCDEM.

4. Copying and Dissemination: Contractor further agrees not to copy, disseminate, and/or disclose any critical facilities and infrastructure information, in whole or in part, to anyone other than the member of the Planning Team, MCDEM, ADEM and FEMA without the prior written consent from MCDEM.

5. Damages for Breach-Injunctive Relief: Contractor understands and agrees that MCDEM shall have no adequate remedy in money or other damages for breach or anticipated breach of this non-disclosure agreement and accordingly shall be entitled to injunctive relief, and all reasonable attorney fees and costs in obtaining said relief; however this understanding shall not waive any remedies, nor preclude MCDEM from electing other remedies at law if appropriate under the circumstances.

6. Arizona Public Records Disclosure: Contractor understands and agrees that any response to any public records request made under the laws of the State of Arizona, shall be the exclusive duty and prerogative of MCDEM; and Contractor shall not respond to any public records request, nor disclose any critical facilities and infrastructure information to any third party demanding disclosure of public records without the written consent of MCDEM. It is further understood, that nothing in this agreement shall in any way limit or preclude MCDEM from full compliance with Arizona Public Records law and the disclosure of any public records appropriately subject to disclosure under the laws of the State of Arizona.

THE UNDERSIGNED PARTIES, acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Dated this ____ day of _____, 2008.

Contractor

MCDEM

By: _____

Title: _____

EXHIBIT 4

Current Maricopa County Multi-Jurisdictional Hazard Mitigation plan may be found via the following link:

[08091-S Exhibit #4 current mitigation plan.pdf](#)

EXHIBIT 5
PROGRESS REPORT TEMPLATE
MCDEM MULTI-JURISDICTIONAL MULTI-HAZARD MITIGATION PLAN

SERIAL 08091-RFP

PERFORMANCE PERIOD: _____ TO _____											
	Month	Day	Year		Month	Day	Year				
	PLANNING PROCESS		RISK ASSESSMENT		MITIGATION STRATEGY		PLAN DOCUMENTATION		PLAN SUBMITTAL & APPROVAL (State & FEMA, Review)		PLAN ADOPTION
	% Complete		% Complete		% Complete		% Complete		% Complete		
	This period	Total	This period	Total	This period	Total	This period	Total	This period	Total	Complete
ALL PARTICIPATING JURIS											
ALL PARTICIPATING JURIS											
AVONDALE											
BUCKEYE											
CAREFREE											
CAVE CREEK											
CHANDLER											
EL MIRAGE											
FOUNTAIN HILLS											
GILA BEND											
GILBERT											
GLENDALE											
GOODYEAR											
GUADALUPE											
LITCHFIELD PARK											
MESA											
PARADISE VALLEY											
PEORIA											
PHOENIX											
QUEEN CREEK											
SCOTTSDALE											
SURPRISE											
TEMPE											
TOLLESON											
WICKENBURG											
YOUNGTOWN											
FT McDOWELL IT											
SALT RIVER PIMA IT											
Note: the progress summarized above should be supported in the contractor's detailed monthly progress reports.											

EXHIBIT 5
MEETING LOG

SERIAL 08091-RFP

[illegible]

SERIAL 08091-RFP

[illegible]

EXHIBIT 5

SERIAL 08091-RFP

[illegible]

08091 - RFP
UPDATE OF COUNTY MULTI-HAZARD MITIGATION PLAN - EM

Participant questions (Q.) duly received regarding serial 08091 – RFP, and Maricopa County's official response (R.), to those questions.

Q.1. Under section 2.14; What is considered a related field for the Bachelor's Degree requirement?

R.1. Other degrees that provide an understanding of hazards and hazard mitigation such as emergency management or urban planning shall be acceptable. Section 2.14 changed via addendum #1.

Q.2. What is the total funds secured for the update of the Maricopa County Hazard Mitigation Plan?

R.2. Maricopa County does not disclose budget or funding \$ amounts for competitive solicitations.

Q.3. How will the in-kind donation be given?

R.3. Maricopa County shall provide the in-kind donation by providing one full time staff as the project coordinator.

Q.4. Is this RFP considered for the small business enterprise?

R.4. Maricopa County does not offer/utilize "set asides" for SBE's. All respondents/proposers shall be considered to be on a "level playing field" without external incentives.

Q.5. Is the format for the updated plan equivalent to the current plan in place?

R.5. No. The format shall be generally consistent with the State of Arizona's Hazard Mitigation Plan that is available on the Arizona Division of Emergency Management website.

<http://www.dem.azdema.gov/operations/mitigation/hazmitplan/hazmitplan.html#plan>